

<b>SOLICITATION, OFFER AND AWARD</b> (CONSTRUCTION, ALTERATION, OR REPAIR)		1. SOLICITATION NO. H05-944	2. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	3. DATE ISSUED 6/2/05	PAGE OF PAGES 1 of 39
<b>IMPORTANT--THE "OFFER" SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.</b>					
4. SUBCONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 936446 & 936534		5. W/O NO. 121076 & 121080	
7. ISSUED BY: SAIC-FREDERICK, INC. NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CTR. P.O. BOX B BLDG. 1050, BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201			8. ADDRESS OFFER TO: SAIC-FREDERICK, INC. NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CTR. P.O. BOX B BLDG. 1050, RM. 101, BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201  SOLICITATION # H05-944 DUE DATE & TIME: JUNE 23, 2005 AT 4:00 P.M. BLDG. 1050, RM. 101, NCI-FREDERICK, FORT DETRICK		
9. FOR INFORMATION CALL:	A. NAME: Kim Abdinoor Email: kabdinoor@ncifcrf.gov		B. TELEPHONE NO. (INCLUDE AREA CODE) (NO COLLECT CALLS) 301-846-5170		
SOLICITATION					
<b>NOTE: IN ADVERTISED SOLICITATIONS "OFFER" AND "OFFEROR" MEAN "BID" AND "BIDDER".</b>					
10. SAIC FREDERICK REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (TITLE, IDENTIFYING NO., DATE)					
<p>Item 1 is to furnish all labor, materials and supervision to replace the existing Edwards Custom 6500, three-zone Fire Alarm panel in Building 429 in accordance with Specification #121076-PS-01, dated 5/20/05, and Drawing #SKD-429-0001-FP-01, dated 4/7/05. The project includes disconnecting the control power and all existing devices from the existing panel and annunciator, installing a new three-zone conventional (non-addressable) fire alarm panel, replacing existing alarm bells with manufacturer's standard bells or chimes, and installing new visual strobes at locations as indicated on the drawing.</p> <p>Item 2 is to furnish all labor, materials and supervision to replace the existing Couch Fire Alarm panel in Building 567 and provide new devices in locations required to meet code and design criteria in accordance with Specification #121080-PS-01, dated 5/17/05, and attached Building 567 – Floor 1 sketch, dated 5/17/05 and Building 567 – Floor 2 sketch, dated 5/17/05.</p> <p><b>Pre-bid Conference:</b> A pre-bid conference and site visit will be held on <b>Wednesday, June 8, 2005 at 10:30 a.m.</b> in the NCI-Frederick Building 426 Conference Room. Please advise the party in block 9 of your intention to attend the pre-bid conference and site visit.</p>					
11. THE SUBCONTRACTOR SHALL BEGIN PERFORMANCE WITHIN <u>7</u> CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED.					
12A. THE SUBCONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS. YES    X NO                      REQUIRED IF AMOUNT OF AWARD IS OVER \$25,000. PERFORMANCE BOND 100%, PAYMENT BOND 100% OF AWARD					12B. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
<p>A. SEALED OFFERS IN ORIGINAL AND 2 COPIES TO PERFORM THE WORK REQUIRED ARE DUE AT THE ROOM SPECIFIED IN ITEM 8 BY 4:00 P.M. LOCAL TIME JUNE 23, 2005. IF THIS IS A SEALED BID SOLICITATION, OFFERS WILL BE PUBLICLY OPENED AT THAT TIME. SEALED ENVELOPES CONTAINING OFFERS SHALL BE MARKED TO SHOW THE OFFEROR'S NAME AND ADDRESS, THE SOLICITATION NUMBER, AND THE DATE AND TIME OFFERS ARE DUE.</p> <p>B. ALL OFFERS ARE SUBJECT TO THE (1) WORK REQUIREMENTS, AND (2) OTHER PROVISIONS AND CLAUSES INCORPORATED IN THE SOLICITATION IN FULL TEXT OR BY REFERENCE.</p> <p>C. OFFERS PROVIDING LESS THAN 60 CALENDAR DAYS FOR ACCEPTANCE AFTER DATE OFFERS ARE DUE WILL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.</p>					

<b>OFFER (MUST BE FULLY COMPLETED BY OFFEROR)</b>										
14. NAME AND ADDRESS OF OFFEROR (INCLUDE ZIP CODE)					15. TELEPHONE NO. (INCLUDE AREA CODE)					
					16. REMITTANCE ADDRESS (INCLUDE ONLY IF DIFFERENT THAN ITEM 14)					
17. THE OFFEROR AGREES TO PERFORM THE WORK REQUIRED AT THE PRICES SPECIFIED IN STRICT ACCORDANCE WITH THE TERMS OF THIS SOLICITATION. IF THIS OFFER IS ACCEPTED WITHIN _____ CALENDAR DAYS AFTER THE DATE OFFERS ARE DUE. (INSERT ANY NUMBER EQUAL TO OR GREATER THAN THE MINIMUM REQUIREMENT STATED IN ITEM 13c. FAILURE TO INSERT ANY NUMBER MEANS THE OFFEROR ACCEPTS THE MINIMUM IN ITEM 13c.)										
AMOUNTS ↓										
18. THE OFFEROR AGREES (A) TO CARRY OUT THIS OFFER IF SAIC FREDERICK ACCEPTS IT BY SIGNING ITEM 30B WITHIN THE TIME SPECIFIED IN ITEM 17 AND (B) TO FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS.										
19. ACKNOWLEDGMENT OF AMENDMENTS (THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION—GIVE NUMBER AND DATE OF EACH)										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)					20B. SIGNATURE			20C. OFFER DATE		
					NOTE: SECTION K MUST BE COMPLETED.					
AWARD (TO BE COMPLETED BY SAIC FREDERICK)										
21. ITEMS ACCEPTED:										
22. AMOUNT:				23. ACCOUNTING AND APPROPRIATION DATA:						
24. SUBMIT INVOICES TO ADDRESS SHOWN IN SECTION G (ORIGINAL AND 2 COPIES UNLESS OTHERWISE SPECIFIED.)					26. PAYMENT WILL BE MADE BY:  SAIC FREDERICK ACCOUNTS PAYABLE P.O. BOX B FREDERICK, MD 21702-1201					
25. ADMINISTERED BY:										
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE.										
<input type="checkbox"/> 27. NEGOTIATED AGREEMENT (SUBCONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE.)  SUBCONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS OR PERFORM ALL WORK, REQUISITIONS IDENTIFIED ON THIS FORM AND ANY CONTINUATION SHEETS FOR THE CONSIDERATION STATED IN THIS SUBCONTRACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS CONTRACT SHALL BE GOVERNED BY (A) THIS SUBCONTRACT AWARD, (B) THE SOLICITATION, AND (C) THE CLAUSES, REPRESENTATIONS, CERTIFICATIONS, AND SPECIFICATIONS OR INCORPORATED BY REFERENCE IN OR ATTACHED TO THIS SUBCONTRACT.					<input type="checkbox"/> 28. AWARD (SUBCONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT.)  YOUR OFFER ON THIS SOLICITATION IS HEREBY ACCEPTED AS TO THE ITEMS LISTED. THIS AWARD CONSUMMATES THE SUBCONTRACT, WHICH CONSISTS OF (A) THE SOLICITATION AND YOUR OFFER, AND (B) THIS SUBCONTRACT AWARD. NO FURTHER CONTRACTUAL DOCUMENT IS NECESSARY.					
29A. NAME AND TITLE OF CONTRACTOR, OR PERSON AUTHORIZED TO SIGN (TYPE OR PRINT)					30A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
29B. SIGNATURE				29C. DATE		30B. SAIC FREDERICK BY:			30C. AWARD DATE	

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## INTRODUCTION

**GOVERNMENT RELATIONSHIP:** This contract is awarded by SAIC-Frederick, Inc. (SAIC-F), a subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute, Frederick. The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

## PART I—THE SCHEDULE

### SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

Item 1 is to furnish all labor, materials and supervision to replace the existing Edwards Custom 6500, three-zone Fire Alarm panel in Building 429 in accordance with Specification #121076-PS-01, dated 5/20/05 and Drawing #SKD-429-0001-FP-01, dated 4/7/05. The project includes disconnecting the control power and all existing devices from the existing panel and annunciator, installing a new three-zone conventional (non-addressable) fire alarm panel, replacing existing alarm bells with manufacturer's standard bells or chimes, and installing new visual strobes at locations as indicated on the drawing.

Item 2 is to furnish all labor, materials and supervision to replace the existing Couch Fire Alarm panel in Building 567 and provide new devices in locations required to meet code and design criteria in accordance with Specification #121080-PS-01, dated 5/17/05, and attached Building 567 – Floor 1 sketch, dated 5/17/05 and Building 567 – Floor 2 sketch, dated 5/17/05.

#### **B.2. TYPE OF CONTRACT**

This contract is a fixed price contract payable entirely in U.S. dollars. No additional sums will be payable on account of any escalation in the cost of materials, equipment, labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Changes in contract price or time to complete will be made only due to changes made by SAIC-Frederick, Inc. in the work to be performed.

#### **B.3. PRICES/COSTS**

Item	Service	Qty.	Unit	Amount
1	Replace the existing fire alarm control panel, audio devices, and visual devices in Building 429.	1	LOT	\$
2	Replace the existing fire alarm control panel and provide new devices in Building 567.	1	LOT	\$
	<b>TOTAL (Items 1 and 2)</b>			<b>\$</b>



#### **B.4. ADVANCE UNDERSTANDING**

##### **A. Items to be furnished to the Contractor:**

The Contractor shall furnish its own telephone, space heating devices, drinking water, etc., at its own expense. Although there will be no usage charge for electric and water utilities, the Contractor shall make all utility connections/terminations with the written approval of SAIC-F, at Contractor expense.

##### **B. Sanitary Facilities**

The Contractor shall furnish and be fully responsible for its own sanitary facilities. NCI-Frederick toilet facilities are not available for use by contractor personnel.

#### **B.5. KEY PERSONNEL**

The names of the Contractor's key personnel for the Project are stated below:

<u>Position</u>	<u>Employee's Name</u>
Construction Superintendent	TBD

The personnel specified above are considered to be essential to the work performed under this contract. Prior to diverting or substituting any of the specified individuals to other programs, the contractor shall submit justification (including proposed substitutions) in sufficient detail and time to permit SAIC-F's evaluation of the impact to the project. The contractor shall make no diversion or substitution without the written approval of the SAIC-F's Contracting Officer.

## **SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1. STATEMENT OF WORK**

#### **A. SCOPE**

Item 1 is to furnish all labor, materials and supervision to replace the existing Edwards Custom 6500, three-zone Fire Alarm panel in Building 429 in accordance with Specification #121076-PS-01, dated 5/20/05 and Drawing #SKD-429-0001-FP-01, dated 4/7/05. The project includes disconnecting the control power and all existing devices from the existing panel and annunciator, installing a new three-zone conventional (non-addressable) fire alarm panel, replacing existing alarm bells with manufacturer's standard bells or chimes, and installing new visual strobes at locations as indicated on the drawing.

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#### **B. SCHEDULE**

Substantial completion for Item 1 must be achieved on or before August 10, 2005 with a project acceptance date of August 26, 2005. Substantial completion for Item 2 must be achieved on or before August 25, 2005 with a project acceptance date of September 13, 2005. The substantial completion and project acceptance dates are based on the assumption that the successful offeror will receive the notice to proceed by July 7, 2005. In the event the target notice to proceed date can not be met, the dates will be extended by the number of calendar days based on the actual Notice to proceed date, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance/payment bonds and insurance within the time specified.

The contractor shall provide written notification to the SAIC-F Contracting Officer of any actual or potential situation that threatens to delay the timely performance of work under this contract. The notification shall include all relevant information and shall be made immediately upon the contractor having knowledge of the actual or potential situation, which may delay this contract along with a mitigation plan.

The Contractor has 3 calendar days after of the Notice of Award to submit the proper insurance certificate before the issuance of a Notice to Proceed.

NOTE: See Section L for proposal schedule requirements

**SECTION D—PACKAGING AND MARKING**

**D.1. PACKAGING AND SHIPPING**

Any deliverables required under this Contract, shall be packaged, marked, and shipped in accordance with commercial standards, or as specified herein. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials be delivered in immediate usable and acceptable condition.

## **SECTION E—INSPECTION AND ACCEPTANCE**

### **E.1. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with Section C.

### **E.2. DEFINITIONS**

**a. Substantial Completion Date:** Date when all project features are complete, and only a small number of non-critical punchlist items remain. Project is capable of being used for its intended purpose.

**c. Project Acceptance:** Date after Substantial Completion and SAIC-F has accepted the project with all punchlist items (non-critical) completed.

**d. Project Closeout:** Date when SAIC-F has accepted all contractual requirements with final releases of liens/claims and final invoice paid to contractor.

**e. Business Day:** 7:00 am – 4:00 pm Monday – Friday Excluding Federal Holidays.

**d. Non-critical punchlist items:** Those deficiencies that are minor in nature as determined by the Contracting Officer but must be corrected to achieve Project Acceptance. Example: touch-up painting and minor landscaping.

#### **f. Hours of Work:**

Contractor shall be prepared to execute the contracted work during Buyer's standard working hours of 7:00 am to 4:00 pm, Monday through Friday, unless directed otherwise.

Contractor may elect to work during other periods, provided:

- (a) A written request is submitted to the Buyer's COTR at least two (2) work days in advance;
- (b) The request is approved by the Buyer's Contractual Representative.
- (c) Buyer's holidays are as follows:
  - New Year's Day
  - King Jr.'s Birthday
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veteran's Day
  - Thanksgiving
  - Christmas Day



**SECTION F—DELIVERIES OR PERFORMANCE**

**F.1. DATE OF DELIVERY/PERIOD OF PERFORMANCE**

The Contractor shall deliver in accordance with the following schedule:

ITEM NUMBER	DESCRIPTION OF PRODUCT OR SERVICE	DATE FOR DELIVERY
1	Insurance Certificate	3 days after award
2	Project Schedule	With Proposal / 10 days after Award in accordance with Specification # SS-01321
3	Lower Tier Subcontracts (1413)	In accordance with Section H
4	Contractor Representatives	7 days after award
5	Emergency Contacts List	Prior to on-site work
6	Payrolls	Weekly (Friday)
7	Worksite safety Plan	5 days prior to Mobilization
8	MSDS	Prior to on-site work
9	Daily Reports	COB Daily - in accordance with Specification # SS-01400
10	Invoices	In accordance with Section G
11	Hot Work Permit	In accordance with Section H
12	Chemical Usage Report	In accordance with Section H

**SECTION G—CONTRACT ADMINISTRATION DATA**

**G.1. CONTRACT REPRESENTATIVES**

1. **SUBCONTRACT ADMINISTRATION**

**SAIC-FREDERICK, INC**

ADDRESS	SAIC SUBCONTRACT ADMINISTRATOR	CONTACT INFORMATION
SAIC- Frederick, Inc.	Kim Abdinoor	Phone: 301-846-5170
P.O. Box B, Building 1050	Subcontract Specialist	Fax: 301-846-6541
Frederick, MD 21702		Email: kabdinoor@ncifcrf.gov

**CONTRACTOR**

ADDRESS	SUBCONTRACT ADMINISTRATION	CONTACT INFORMATION
Name:	Name:	Phone:
Street Address:	Title:	Fax:
City,State,Zip:		Email:

2. **TECHNICAL REPRESENTATIVES**

The following person is appointed as the SAIC-F Contracting Officer's Technical Representative (COTR). See Section H. 1. for the duties and authority of the COTR relating to this contract.

**SAIC-FREDERICK, INC**

ADDRESS	SAIC REPRESENTATIVE	CONTACT INFORMATION
SAIC- Frederick, Inc.	John Bell	Phone: 301-846-1306
P.O. Box B, Building 350	COTR	Fax: 301-846-6324
Frederick, MD 21702		Email: bellj@ncifcrf.gov

Regarding technical representation as relating to this subcontract, the contractor hereby appoints the following person:

**CONTRACTOR**

ADDRESS	SUBCONTRACT ADMINISTRATION	CONTACT INFORMATION
Name :	Name:	Phone:
Street address:	Title:	Fax:
City, state, zip		Email: (Insert e-mail Address)

**G.2. INVOICES**

Invoices shall be prepared and submitted as follows:

An original and two (2) copies to the following:

ADDRESS	SAIC SUBCONTRACT ADMINISTRATOR	CONTACT INFORMATION
SAIC- Frederick, Inc.	Kim Abdinoor	Phone: 301-846-5170
P.O. Box B, Building 1050	Subcontract Specialist	Fax: 301-846-6541
Frederick, MD 21702		Email: kabdinoor@ncifcrf.gov

Inquiries regarding payment of invoices should be directed to the attention of the above SAIC-F Subcontract Administrator.

The due date for making payment is NET 30 after the SAIC-F Subcontract Administrator receives a proper payment request.

An invoice is a written request for payment under the contract for items delivered or services rendered. In order to be deemed proper an invoice must include, as applicable, the following:

- Invoice date (Note: Date of Subcontractor's invoice may not be earlier than the delivery date of the goods or service)
- Contractor's Name
- Contract Number
- Description of items, quantity, contract unit of measure, contract unit price, and extended total
- Payment terms and any trade discounts or allowances
- Name and address to which payment is to be sent; and
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice
- Updated Project Schedule
- Current Schedule of Values and access to updated Red line drawings

- The contractor, prior to receiving a progress or final payment under this contract, shall submit to the Contracting Officer a certification that the contractor has made payment from proceeds of prior payments, or that the contractor will make timely payment from the proceeds of the progress or final payment then due him to subcontractors and suppliers in accordance with his contractual arrangements with them.

SAIC-F shall pay the contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for products delivered and/or services rendered and acceptable contractor release of claims/liens, and less any deductions provided in this contract.

A proper invoice will be deemed to have been received when it is received by the office designated in this contract for receipt of invoices and acceptance of the items delivered or services rendered have occurred.

Payment shall be considered made on the date on which a check for such payment is dated.

PAYMENT SCHEDULE

90%	Upon Substantial Completion
10%	Upon Project Acceptance

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1. SAIC-F CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)**

The COTR is responsible for: (1) monitoring and documenting the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) performing technical evaluations as required; (3) performing scheduled and unscheduled technical inspections; (4) assisting the contractor in resolution of technical problems encountered during performance; and (5) monitoring site activity for compliance with contract safety and labor requirements.

For guidance from the COTR to be valid, it must (1) within the limitations of the ordering clause (2) be consistent with the description of work set forth in this contract; (3) not constitute new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into this contract; (4) not constitute a basis for an extension to the period of performance or contract delivery schedule; (5) not constitute a basis for any increase in the contract price.

Only the Contracting Officer has authority to: (1) increase or decrease the contract amount; (2) direct or negotiate and execute changes; (3) modify or extend the period of performance; (4) change the schedule of completion; (5) authorize payment under this subcontract; (6) otherwise modify any terms or conditions of this subcontract.

### **H.2. CONTRACTOR REPRESENTATIVES**

In accordance with Section I, General Provision Clause 52.236-6, the contractor will provide a competent full time foreman or superintendent satisfactory to SAIC-F. Said representative shall have authority to act for the subcontractor on the work site at all times.

Within 7 days after award, the contractor shall supply to the Contracting Officer a listing of all company officials representing the chain of authority from the site superintendent to the President (or the owner (s) in the case of a partnership or proprietorship) including information of those people's names, titles, locations, and telephone numbers.

### **H.3. EMERGENCY CONTACTS**

Prior to on-site work, the contractor will designate the names, addresses, and telephone numbers of those persons (normally including the foreman or superintendent) to be contacted in case of emergencies occurring outside the regular hours of work, with at least one alternate so designated. Similar information shall be furnished for principal lower tier subcontractors.

### **H.4. PARKING**

All personnel engaged on the site by the contractor shall park their vehicles on the parking lot as directed by the COTR. Only necessary work vehicles shall be allowed at the construction site.



The COTR shall act as the principle liaison between the contractor and other activities on site to provide or obtain (but not limited to):

- (a) Entrance information and routes for delivery of supplies and equipment.
- (b) Storage areas for the contractor's materials and equipment. (Generally limited to the contractor's site.)
- (c) Parking areas for contractor's trucks, cranes, etc.
- (d) Approvals, clearances, permits, and inspections.
- (e) Notification to affected activities regarding interruptions of service.

Contractors shall promptly comply with all orders and directions of uniformed Police and Firemen on the site.

#### **H.5. LOWER TIER SUBCONTRACTORS**

Within fourteen (14) days after date of award, the contractor shall comply with Section I, General Provision Clause 52.222-11, Subcontract Labor Standards by completing, for each lower tier subcontractor subject to the labor provisions of the subcontract, the Statement and Acknowledgement Form (SF1413). Copies of the form may be obtained from the Contracting Officer and it may be reproduced. As an alternative to using the form, the subcontractor may furnish all of the required information and signatures on plain paper. Note that the information of lower tier subcontracting is required within fourteen (14) days after the subcontract award of any lower tier subcontractors.

In addition to the reporting of those lower tier subcontracts subject to the labor provisions listed in Block 12 of SF1413, the subcontractor is required to provide to the Contracting Officer within fourteen (14) calendar days a complete listing of other lower tier orders which represent a significant portion of the total effort, including all in excess of \$25,000.00. Any of these other lower tier orders that are subsequently awarded must be reported within fourteen (14) calendar days after award.

#### **H.6. ASBESTOS**

In the event material containing asbestos or which is suspected of containing asbestos is found on the site, the subcontractor shall stop work in the immediate area and notify the COTR. Under no condition will the subcontractor disturb, remove, store, or dispose of material containing or suspected of containing asbestos.

#### **H.7. SAFETY AND ENVIRONMENTAL**

Safety and environmental requirements are stated in the contract and in the attached specifications. Failure of the contractor to meet safety and environmental requirements or by failing to properly instruct, train, and supervise workers, will be considered a material breach of contract. Such a breach may result in suspension of the work or termination of the contract, until necessary corrections are made to assure a safe, healthy, and compliant environment.

The contractor is required to comply with all applicable federal, state, and local regulations on occupational safety and environmental protection to include, as a minimum: 29 CFR 1910; 29 CFR 1926; 40 CFR; 49 CFR; COMAR Title 26; Executive Order 12969 (applies to contracts exceeding \$100,000); Executive Order 12856; NCI-Frederick Spill Prevention, Control, and Countermeasures Plan; Fort Detrick National Pollutant Discharge Elimination System Permit MD0020877.

The contractor is required to notify the Contracting Officer immediately of any visit to their worksite by a federal, state, or local regulatory official or of any notice of violation or citation by a regulatory official. The contractor is required to provide the Contracting Officer with a copy of the final citation after any negotiation with the regulatory agency.

The **“Chemical Usage Report”**, located in Section J, must be submitted with MSDS’s outlining the products and/or chemicals brought on site. The contractor must provide this Chemical Usage Report and MSDS’s to the Contracting Officer prior to bringing any products and/or chemicals onsite.

Contractors will be required to provide/ maintain a current MSDS for all products and/or chemicals brought onto NCI-Frederick property. Therefore, if the contractor brings any additional products and/or chemicals on site an MSDS must be provided for those products and/or chemicals and the chemical usage report must be updated listing the additional products and/or chemicals.

#### **H.8. DISPOSAL OF HAZARDOUS WASTE**

The Contractor must coordinate with COTR for disposal of any EPA or MDE-regulated hazardous waste generated during demolition or construction. Regulated hazardous waste generated at NCI-Frederick facilities must be disposed of through NCI-Frederick established procedures.

#### **H.9. WORKSITE SAFETY PLAN**

The contractor is required to provide a signed copy of their worksite safety plan to the Contracting Officer for acceptance prior to on-site activities but no later than 5 work days prior to mobilization. Work may not commence until the plan is received by the Contracting Officer. Adherence to the worksite safety plan is the responsibility of the contractor, and the conduct of SAIC-Frederick in the monitoring of the contractor’s safety practices will not relieve the contractor of any contractual or regulatory requirements, including applicable legal requirements. The plan shall include but will not be limited to designation of:

- **Safety Coordinator:** A person responsible for safety and fire protection at the project site for the duration of the project.
- **Job-Site Safety Plan:** The Job-Site Safety Plan shall be submitted at least 5 work days prior to mobilization to the site for acceptance by the COTR. At a minimum, the plan shall detail the procedures, designated persons, instructions

and reports to be used to assure job-site safety for all contractors, subcontractors and other occupants.

- Occupational Safety and Health: This contract is subject to Title 29 of the Code of Federal Regulations, Part 1910 "Occupational Safety and Health Standards" and Part 1926 "Safety and Health Regulations for Construction" pursuant to the Occupational Safety and Health Act (OSHA) of 1970 administered by the U.S. Department of Labor, Occupational Safety and Health Administration and any subsequent applicable enforced revisions.

#### **H.10. HOT WORK PERMIT**

Any process producing a spark, flame, or heat is subject to the requirements of NCI-Frederick Health, Safety and Environmental Compliance Program Manual. The contractor must coordinate with the COTR to obtain a Hot Work Permit from the Fort Detrick Fire Department prior to commencement of any work covered by the above regulations. This requirement includes, but is not limited to, work involving cutting, soldering, torching or welding. While the Contractor retains responsibility for obtaining the Hot Work Permit, the COTR shall facilitate Contractor's acquisition of the Hot Work Permit by contacting the Fort Detrick Fire Department either on behalf of or along with the Contractor. The COTR must receive a copy of a current valid Hot Work Permit each time hot work will be performed under this contract. The Fort Detrick Fire Department is located in building 1504 and may be reached by phone at 301-619-2528. This number is operational 24 hours a day, seven days a week. A copy of the Hot Work Permit must be maintained at the worksite during the period of the hot work. The Contractor is required to provide and have onsite an operational ABC type fire extinguisher during all hot work operations. (See Section J, Attachments)

#### **H.11. HOT WORK INSURANCE**

In addition to the insurance requirements set forth in Section I, the subcontractor shall procure at its expense, and maintain insurance for Open Flame Work in the amount of \$5,000,000. per occurrence and \$5,000,000. aggregate providing coverage for claims arising out of the performance of the Subcontractor.

#### **H.12. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES**

The contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

### **H.13. WARRANTY**

Paragraph (b) of Clause 52.246-21, Warranty of Construction as contained in the General Provisions, Section I, provides for a 1-year warranty period from the date of project acceptance, or if occupancy of any part of the work occurs before acceptance, from the date of occupancy for the portion occupied. The time that any portion of the work is used for the subcontractor's benefit before project acceptance or occupancy, including any time required for testing as necessary or required under the subcontract will not count as part of the warranty period. Except in those instances where the subcontract makes paragraph (k) of Clause 52.246-21 applicable to certain required "brand name and model" requirements, the subcontractor warranty of the work runs for the 1-year period as defined, regardless of whether any commercial warranty coverage of materials, equipment or components expires earlier.

- All work must be completed in accordance with the manufacturer's installation requirements and the requirements of this contract.
- Existing conditions, which could void the materials or labor warranty, must be identified and brought to the attention of SAIC-F prior to installation.

### **H.14. REQUIRED SERVICES**

Service will include the daily removal and proper disposal of debris from the project site and the NCI-Frederick facility. No asbestos materials (ACMs) will be used on any project at the NCI-Frederick facility.

### **H.15. INDEPENDENT CONTRACTOR**

The Contractor in rendering the services hereunder shall be deemed to be an independent contractor and not an employee, agent or officer of SAIC-Frederick. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures. The Contractor will provide services to SAIC-Frederick in accordance with generally accepted professional practice.

### **H.16. MEETINGS**

Progress meetings involving representatives of the Contractor and their major lower-tier contractors and SAIC-F personnel will generally be conducted bi-weekly at Building 350, NCI-FCRDC by the COTR. More or less frequently held meetings may be necessary as determined by the COTR or the Project Manager in the absence of the COTR.

### **H.17. NOISE AND DUST CONTROL/ NON-INTERRUPTION OF SAIC-FREDERICK ACTIVITIES / UTILITY SHUTDOWNS**

Interruption or interface with conduct of SAIC-Frederick business in other building areas outside the subcontract area, or damage to existing equipment within the contract area, shall not be permitted. To protect SAIC-Frederick property and to isolate his work, contractor shall provide drop cloths, plastic film draping, taping, barriers, weatherproof closures and/or covering, and



temporary dust-proof enclosures and partitions, and any other appropriate material found necessary. Temporary dust-proof enclosures and partitions shall be provided wherever demolition or construction operations will produce dust or dirt, which would be spread by tracking or air currents beyond the immediate work area. Fire retardant plastic is required on all such enclosures. These enclosures shall be erected structurally sound, and shall be maintained dust-proof so as to keep surrounding areas clean and free of dust. Where practical, dust-producing activities shall be kept dampened with water, so as to reduce the generation of dust.

Use of Government equipment is prohibited. The use of equipment, which produces substantial noise or vibration in buildings, such as pneumatic hammers, etc., is prohibited except in those cases where no other method is available. If use of such equipment is approved, work will be restricted to non-SAIC-Frederick work hours, Monday through Friday or weekends.

Contractor shall not cut, disconnect, switch, open, or alter position of valves, or otherwise interrupt any utility systems, piping systems, electric services, etc., without prior approval of Buyer's COTR. Shutdown of any utility service which will affect service to any areas other than those in the contract requirement area, must be done by SAIC-F's building maintenance personnel and must be requested in writing a minimum of five (5) working days in advance, and requires written confirmation / approval prior to service interruption. If work being performed produces fumes and/or vapors, Contractor shall take adequate measures to preclude them from entering any adjacent occupied areas.

#### **H.18. CONTRACTOR PERSONNEL ON SITE REFERENCE FAR 52.236-5**

Contractor personnel shall be properly clothed at all times and shall conduct themselves in an appropriate manner. Unacceptable dress, demeanor, or disruptive conduct may result in the removal of the individual(s) from the premises and project. Should the Contractor fail to correct the conditions, then SAIC-F reserves the right to take corrective measures.

#### **H.19. PROTECTION OF EXISTING VEGETATION, STRUCTURE, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

Prior to the start of the work on site, the Contractor shall surround trees within the project site with protective fencing as required and shown on drawings. The Contractor shall not store materials inside the drip-line of trees or shrubs. Vehicular traffic inside the drip-line of trees, on turf areas, or on flowerbeds is not permitted. Any vegetation damaged by the Contractor during construction shall be replaced with like genus and species of the same size, at no additional cost to SAIC-F. The damaged plant materials shall be replaced prior to issuance of "substantial completion".

#### **H.20. SECURITY PROGRAM**

Initiate a program to protect the project site from theft, vandalism and unauthorized entry. Maintain the program from mobilization throughout the construction period until SAIC-F's acceptance.



- **ENTRY CONTROL**

Restrict entrance of unauthorized persons and vehicles onto the project site. Maintain a log of workmen and visitors to the site and make it available to SAIC-F on request. Schedule deliveries so as to prevent blocking of access roads on the grounds of NCI and within the site perimeter.

- **PERSONNEL IDENTIFICATION**

SAIC-F will issue identification badges and card keys as appropriate to contractor and subcontractor personnel. Each person on site shall wear the ID badge while on NCI property.

- **MISCELLANEOUS RESTRICTIONS**

Do not allow photographs to be taken except as required by the contract without the approval of SAIC-F.

- **REPORTING OF ACCIDENTS**

The Contractor shall report all accidents and near miss incidents, to include occupational injury and illnesses that occur on the project site immediately to the SAIC-F/COTR. Also the Contractor shall make available the accident investigation documentation to ensure compliance and note any corrected deficiencies.

## **H.21. CERTIFIED PAYROLLS**

The contractor shall comply with the statutory requirement of FAR Clause 52.222-6, Davis Bacon Act, found in Section I. In accordance with any labor provisions applicable to this contract, completed Certified Payroll Reports are to be submitted by the contractor to the SAIC-F on a weekly basis. Reports must be submitted for all weeks covered by this contract, including interim weeks regardless of whether work is performed during the week. The last report submitted for a project must be marked "Final Report". If the contractor is performing on multiple projects for the SAIC-F, the contractor is to provide separate payroll reports for each project. The wage rates set forth in the attached Wage Rate Decision are the minimum rates, which may be paid the respective classes of laborers and mechanics, pursuant to the Section I, General Provisions Clause 52.222-6, Davis Bacon Act. The labor rates represent the most recent determination by the Secretary of Labor, relative to the classes of labor involved.

## **H.22. WAGE RATES**

The wage rates set forth in the attached Wage Rate Decision are representative rates, which may be paid the respective classes of laborers and mechanics, pursuant to the Section H, General Provisions Clause 52.222-6, Davis Bacon Act, and are to be considered as representative rates only. The contractor shall compensate all covered employees at not less than the rates specified in the current prevailing wage determination issued by the Secretary of Labor, relative to the classes of labor involved.

## **PART II—CONTRACT CLAUSES**

### **SECTION I—CONTRACT CLAUSES**

#### **USE OF GOVERNMENT CLAUSE PROVISIONS**

Although SAIC Frederick, Inc. is a commercial organization, in the interest of economy, we have utilized Government clauses with the following changes:

Where the words "Contracting Officer" or "Government" appear, it shall be understood to mean "Prime Contractor" provided; however, that such substitution in no way supersedes or diminishes any rights or responsibilities of the Government under public law, Federal Acquisition Regulations, or in the terms of the prime contract, including, but not limited to, the right to review, audit, and approve any records or procedures of the Subcontractor. Where the word "Contractor" appears, it shall be understood to mean "Subcontractor" and where "Contract" appears, it shall be understood to mean "Subcontract".

These above conditions also apply to the usage of these words as they appear through the **SPECIAL PROVISIONS** and all other terms and conditions applicable to this contract.

#### **A. FEDERAL ACQUISITION REGULATIONS**

The following Federal Acquisition Regulations clause provisions are incorporated by reference and have the same force and effect as if they were in full text. Upon request, the Contracting Officer will make the following clauses available in full text. Also, the full text of a clause may be accessed electronically at this address: <http://www.arinet.gov/far/>.

### **FIXED PRICE CLAUSES**

Reg	Clause	Date	Clause Title
FAR	52.202-1	Dec-01	Definitions, Alternate I (May 2001)
FAR	52.203-3	Apr-84	Gratuities
FAR	52.203-5	Apr-84	Covenant Against Contingent Fees
FAR	52.203-7	Jul-95	Anti-Kickback Procedures
FAR	52.203-8	Jan-97	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan-97	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.204-4	Aug-00	Printed or Copied Double-Sided on Recycled Paper
FAR	52.209-6	Jul-95	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

FAR	52.211-10	Sep-00	Commencement, Prosecution, and Completion of Work ( <i>first blank: within 7 days</i> )
FAR	52.211-5	Aug-00	Material Requirements
FAR	52.215-2	Jun-99	Audit and Records - Negotiation
FAR	52.215-10	Oct-97	Price Reduction for Defective Cost or Pricing Data
FAR	52.215-11	Oct-97	Price Reduction for Defective Cost or Pricing Data – Modification
FAR	52.215-14	Oct-97	Integrity of Unit Prices
FAR	52.215-15	Jan-04	Pension Adjustments and Asset Reversions
FAR	52.215-19	Oct-97	Notification of Ownership Changes
FAR	52.216-7	Mar-00	Allowable Cost and Payment
FAR	52.219-4	Jan-99	Notice of Price Evaluation for HubZone Small Business Concerns
FAR	52.222-1	Feb-97	Notice to the Government of labor Disputes
FAR	52.222-4	Sep-00	Contract Work Hours and Safety Standards Act - Overtime Compensation
FAR	52.222-6	Feb-95	Davis Bacon Act
FAR	52.222-7	Feb-88	Withholding of Funds
FAR	52.222-8	Feb-88	Payrolls and Basic Records
FAR	52.222-9	Feb-88	Apprentices and Trainees
FAR	52.222-12	Feb-88	Contract Termination - Debarment
FAR	52.222-15	Feb-98	Certification of Eligibility
FAR	52.222-21	Feb-99	Prohibition Of Segregated Facilities
FAR	52.222-26	Apr-02	Equal Opportunity
FAR	52.222-27	Feb-99	Affirmative Action Compliance Requirements for Construction
FAR	52.222-35	Dec-01	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.222-36	Jun-98	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Dec-01	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.223-3	Jan-97	Hazardous Material Identification and Material Safety Data
FAR	52.223-5	Apr-98	Pollution Prevention and Right-to-Know Information
FAR	52.223-6	May-01	Drug-Free Workplace
FAR	52.223-14	Aug-03	Toxic Chemical Release Reporting
FAR	52.225-13	Dec-03	Restrictions on Certain Foreign Purchases
FAR	52.228-5	Jan-97	Insurance –Work on a Government Installation
FAR	52.229-3	Apr-03	Federal, State and Local Taxes) (See SAIC Terms and Conditions for information on Maryland Sales and Use Tax Application)

FAR	52.232-1	Apr-94	Payments
FAR	52.232-8	May-97	Discounts for Prompt Payment
FAR	52.232-9	Apr-94	Limitation on Withholding of payments
FAR	52.232-11	Apr-84	Extras
FAR	52.233-1	Jul-02	Disputes
FAR	52.236-1	Apr-84	Performance of Work by Contractor
FAR	52.236-2	Apr-84	Differing Site Conditions
FAR	52.236-3	Apr-84	Site Investigations and Conditions Affecting The Work
FAR	52.236-5	Apr-84	Material and Workmanship
FAR	52.236-6	Apr-84	Superintendence by the Contractor
FAR	52.236-7	Nov-91	Permits and Responsibilities
FAR	52.236-8	Apr-84	Other Contracts
FAR	52.236-9	Apr-84	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements
FAR	52.236-10	Apr-84	Operations and Storage Areas
FAR	52.236-11	Apr-84	Use and Possession Prior to Completion
FAR	52.236-12	Apr-84	Cleaning Up
FAR	52.236-13	Nov-91	Accident Prevention
FAR	52.236-14	Apr-84	Availability and Use of Utility Services
FAR	52.236-15	Apr-84	Schedules for Construction Contracts
FAR	52.236-17	Apr-84	Layout of Work
FAR	52.236-21	Feb-97	Specifications and Drawings for Construction Alt. I (Apr-84)
FAR	52.236-26	Feb-95	Preconstruction Conference
FAR	52.242-13	Jul-95	Bankruptcy
FAR	52.242-14	Apr-84	Suspension of Work
FAR	52.243-5	Apr-84	Changes and Changed Conditions
FAR	52.244-2	Aug-98	Subcontracts *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
FAR	52.245-2	Jun-03	Government Property (Fixed-Price Contracts)
FAR	52.245-19	Apr-84	Government Property Furnished
FAR	52.246-21	Mar-94	Warranty of Construction



FAR	52.249-2	Sep-96	Termination For Convenience of the Government (Fixed-Price)
FAR	52.249-10	Apr-84	Default (Fixed-Price Construction)
FAR	52.253-1	Jan-91	Computer Generated Forms

## **B. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS**

This subcontract incorporates the following DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION HHSAR 48 Chapter 3 clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.hhs.gov/ogam/oam/procurement/hhsar.html>

HHSAR	352.202-1	Jan-01	Definitions
HHSAR	352.232-9	Apr-84	Withholding of Contract Payments
HHSAR	352.270-4	Jan-01	Pricing of Adjustments
HHSAR	352.270-6	Jul-91	Publications and Publicity
HHSAR	352.270-7	Jan-01	Paperwork Reduction Act

## **C. SAIC-FREDERICK, INC. - TERMS AND CONDITIONS**

This subcontract incorporates the following SAIC – Frederick Inc. Terms and Conditions dated 1/20/05.

### **1. GOVERNMENT RELATIONSHIP**

This Order is made by SAIC-Frederick, Inc., a Subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute at Frederick (NCI-Frederick). The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract, which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

### **2. GENERAL RELATIONSHIP**

The Seller is not an employee of SAIC-Frederick, Inc. for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any

obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

### **3. DEFINITIONS**

Buyer – SAIC-Frederick, Inc.

Seller – The party (contractor) receiving the award from SAIC-Frederick, Inc.

Contracting Officer – The SAIC-Frederick, Inc. person with the authority to enter into and administer Orders. The term includes authorized representatives of the Contracting Officer acting within their delegated authority.

Order – The contractual agreement between SAIC-Frederick, Inc. and the Seller.

Special Definitions – See paragraph 4 for the special definitions that apply in the use of the solicitation and award clauses of this Order.

### **4. SOLICITATION AND AWARD CLAUSES – SPECIAL DEFINITIONS**

FAR clauses included in this Order, including any solicitation document, shall be interpreted as follows:

Unless a purposeful distinction is made clear and the context of the clause requires retention of the original definition, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, the term "Subcontractor" shall mean subcontractors of Seller at any tier, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean SAIC-Frederick, Inc. and SAIC-Frederick's Contracting Officer, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a contractor to SAIC-Frederick, Inc. to insure Seller's obligations to SAIC-Frederick, Inc. and to the United States Government, and to enable SAIC-Frederick, Inc. to meet its obligations under its Prime Contract.

Full text of the referenced clauses may be found in the FAR (Code of Federal Regulation [CFR] Title 48), obtainable from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or online at <http://www.arnet.gov/far/>.

Copies of the clauses will be furnished by the Contracting Officer upon request.

### **5. ENTIRE AGREEMENT**

This Order, including all attachments and/or documents incorporated by reference by Buyer, shall constitute the entire agreement between Buyer and Seller. No other document (including Seller's proposal, quotation or acknowledgement forms, etc.) shall be a part of this order, even if referred to, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this Order may be waived or modified except in writing by Buyer.

### **6. ACCEPTANCE AND MODIFICATION OF TERMS**

Acceptance of this Order by Seller may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the

parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

#### **7. LEGAL CONSTRUCTION AND INTERPRETATIONS**

This Order shall be governed by and interpreted in accordance with the principles of Federal Contract Law, and to the extent that Federal Contract Law is not dispositive, and the state law becomes applicable, the law of the State of Maryland shall apply.

#### **8. COMPLIANCE WITH LAWS AND REGULATIONS**

Seller shall submit all certifications required by Buyer under this Order and shall at all times, at its own expense, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations.

#### **9. GIFTS**

Seller shall not make or offer a gratuity or gift of any kind to Buyer's employees or their families. Seller should note that the providing of gifts or attempting to provide gifts under government subcontracts might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-58).

#### **10. MARYLAND SALES AND USE TAX**

The State of Maryland has issued Direct Payment Permit #3 to SAIC-Frederick, Inc. for all vendor purchases for the NCI-Frederick effective August 29, 1996. A copy of this certificate is available to vendors upon request. SAIC-Frederick, Inc. is authorized to make direct payment of sales and use tax to the State of Maryland and vendors are not to add sales tax to invoices, nor are they responsible for collection of such taxes for purchases by SAIC-Frederick, Inc. for the NCI-Frederick after the above date.

#### **11. BUYER FURNISHED DATA AND MATERIALS**

All data and materials furnished by Buyer to Seller under this Order including drawings, specifications and written information and Buyer-owned parts and/or Buyer-owned tools and equipment shall be used solely for the work to be performed under this Order. Seller shall repair and maintain all tools at its own expense unless agreed to otherwise. Seller agrees to promptly return all such data and materials upon completion of the work or termination of this Order. Seller agrees to return all materials in the same condition as delivered to Seller, reasonable wear and tear excepted.

#### **12. NOTICE OF DELAY**

Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this Order. Such notice shall, at a minimum, describe the cause, effect,

duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to the Buyer of all changes to such conditions.

### **13. CHANGES AND SUSPENSION**

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to the Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

### **14. ADVERTISING**

Seller agrees that prior to the issuance of any publicity or publication of any advertising that in either case makes reference to this Order, or to Buyer, Seller will obtain the written permission of Buyer with respect thereto.

### **15. CONFIDENTIAL INFORMATION**

Seller shall not at any time, even after the expiration or termination of this Order, use or disclose to any person for any purpose other than to perform this Order, any information it receives, directly or indirectly from Buyer in connection with this Order, except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.

Seller shall not disclose to Buyer any information that it deems to be confidential or proprietary, and it is understood that no information received by Buyer, including manuals, drawings and documents, will be of a confidential nature or restrict in any manner the use or disclosure of such information by Buyer. Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of Buyer.

### **16. INDEMNIFICATION**

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its lower tiers, or their employees, agents or representatives arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section



shall not apply to any claims that are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

#### **17. INFRINGEMENT INDEMNITIES**

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (II) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (III) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

#### **18. NON-WAIVER OR RIGHTS**

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

#### **19. INSURANCE REQUIREMENTS-FOR WORK ON A GOVERNMENT INSTALLATION**

If this Order entails effort on a Government installation, including any off-site buildings owned or leased by the Government, the Seller must provide and maintain the minimum amounts of insurance stated below.

At Buyer's request, Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverages are in force and providing not less than thirty days written notice prior to any cancellation or restrictive modification of the policies.

Further, the required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:

- (i) Statutory Workers' Compensation and Employer's Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;



- (ii) Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in this Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insureds and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
- (iii) Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insureds on the policy;
- (iv) Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.
- (v) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer that may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.

## **20. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS**

Seller shall not, nor shall Seller authorize or permit its employees, agents or lower tiers to disclose, export or re-export any Buyer information, or any process, product or services that is produced under this Order, without prior notification to Buyer and complying with all applicable Federal, State and local laws, regulations and ordinances, including the regulations of the U.S. Department of Commerce and/or the U.S. Department of State. In addition, Seller agrees to immediately notify Buyer if Seller is listed on any of the Department of State, Treasury or Commerce proscribed persons or destinations lists, or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part.

Under its contract with NCI-Frederick, Buyer conducts research activities that include export-controlled technology that cannot be readily segregated. Buyer may require Seller (including any lower tiers) to place restrictions on their work force performing onsite at SAIC-Frederick, Inc. to protected individuals as established under the guidelines of the Commerce Department Export Administration Regulations (EAR) and the State Department International Traffic in Arms Regulations (ITAR).

Contractors (including any lower tiers) may be required to disclose the status of personnel proposed to perform work onsite prior to award.

Contractors shall include in all agreements and related documents with lower tiers, notice to third parties that the export of any process, goods and/or technical data from the United States may require an export control license from the U.S. Government and that, failure to obtain such export control license, may result in termination of subcontract, and/or criminal liability under U.S. laws.

## **21. ASSIGNMENT**

Neither this Order nor any interest herein may be assigned, in whole or in part, without the prior written consent of Buyer except that the Seller shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the business and assets of the Seller relating to the subject matter of this Order. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the Seller under this Order, and that the Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

Notwithstanding the foregoing, any amounts due the Seller may be assigned in accordance with the provisions of the clause 52.232-23, Assignment of Claims.

In the event the prime contract of SAIC-Frederick, Inc. with the Government is succeeded by a successor contractor selected by the Government, this Order may be assigned to the successor contractor.

## **22. DISPUTES**

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Seller shall proceed diligently with the performance of this Subcontract.

## **23. NOTIFICATION OF DEBARMENT/SUSPENSION**

By acceptance of this Order either in writing or by performance, Seller certifies that as of the date of award of this Order neither the Seller, lower tiers, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during performance of this Order the Seller or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

## **24. QUALITY ASSURANCE**

The Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit Seller's facilities or such parts thereof as may be engaged in work relating to this Order in order to verify that Seller's performance is in accordance with all requirements of this Order. In

addition, the Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit the facilities of the Seller's lower tiers or such parts thereof as may be engaged in work relating to this Order. The Seller shall include a like provision in all related lower-tier subcontracts. Nothing herein shall give the Buyer the right to issue direct orders or instructions to Seller's lower tiers. Seller shall be furnished prior notice of any planned visit.

## **25. ORDER OF PRECEDENCE**

In the event of an inconsistency or conflict between these SAIC Terms and Conditions and the Order issued, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1) The Order and any provisions.
- 2) SAIC-Frederick, Inc. Standard Terms and Conditions and Exhibits thereto.
- 3) Specifications.
- 4) Drawings.
- 5) Other documents or exhibits when attached.

## **26. TERMINATION**

Buyer may terminate this Order (in whole or in part) for convenience or for cause pursuant to the Federal Acquisition Regulation Part 49, "Terminations of Contracts" and/or the provisions of the individual Order.

## **27. SECURITY**

Under its contract with NCI-Frederick, SAIC-Frederick, Inc. may be required to conduct, on persons performing work on Government Owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable SAIC-Frederick, Inc. to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth, and country of birth. Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to NCI-Frederick or any controlled premises.

Seller agrees to comply with the Information Technology (IT) systems security and /or privacy specifications set forth in the Agreement; the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems", and the DHHS Automated Information Systems Security Program (AISSP) Handbook, which may be found at the following websites: Computer Security Act of 1987: [http://csrc.nist.gov/ispab/csa\\_87\\_txt](http://csrc.nist.gov/ispab/csa_87_txt), OMB A-130 Appendix III: [http://www.whitehouse.gov/omb/circulars/a130/a130appendix\\_iii.html](http://www.whitehouse.gov/omb/circulars/a130/a130appendix_iii.html), DHHS AISSP Handbook: <http://irm.cit.nih.gov/policy/aissp.html>

The Seller further agrees to include this provision in any subcontract awarded pursuant to the Agreement. Failure to comply with these requirements may constitute cause for termination under Paragraph 26 of these Terms and Conditions.

The Seller shall be responsible for properly protecting all information used, gathered, or developed as a result of the Agreement. The Seller shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data and/or equipment. Any Seller employee who may have access to sensitive information under this agreement shall complete the form entitled, "Commitment to Protect Non-Public Information – Contractor Agreement," which may be found at the following website: <http://irm.cit.nih.gov/security/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Contracting Officer prior to performing any work under the Agreement.

The Seller shall assure that each employee has completed the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov>) prior to performing any work under this contract.

The Seller shall maintain and submit to the Contracting Officer a listing by name and title of each individual working under this contract, who has completed the NIH required training. Any additional security training completed by Seller staff shall be included on this listing.

In addition, during all activities and operations on Government premises, the Seller shall comply with DHHS, including National Institutes of Health (NIH), rules of conduct. Should the Seller have questions concerning these requirements or need of procedural guidance to ensure compliance they may contact the cognizant SAIC-Frederick, Inc. acquisition representative.

## **28. TOBACCO USE AT THE NCI-FREDERICK**

In accordance with the Department of Health and Human Services (HHS) directive, the NCI-Frederick campus is a tobacco free workplace. Use of tobacco in any form is prohibited on the entire NCI-Frederick campus. This includes personal vehicles while on NCI-Frederick property and all government vehicles, regardless of their location.

This policy applies to all employees, Government and Contractor, visitors, subcontractors, vendors and guests of the NCI-Frederick, and extends to all HHS owned or leased facilities and properties external to the NCI-Frederick campus where the sole tenant(s) are HHS and/or SAIC-Frederick employees.

*(End of SAIC Terms and Conditions of 1/20/05)*



**PART III—LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J—LIST OF ATTACHMENTS**

**J.1. ATTACHMENTS**

<b>Attachment</b>	<b>Description</b>	<b>Number of Pages</b>
1	Specification No. 121076-PS-01, dated 5/20/05	44
2	Drawing No. SKD-429-0001-FP-01, dated 4/7/05	1
3	Specification No. 121080-PS-01, dated 5/17/05	8
4	Building 567 – Floor 1 Sketch dated 5/17/05	1
5	Building 567 – Floor 2 Sketch dated 5/17/05	1
6	Wage Determination # MD20030009, dated 4/1/05	4
7	Chemical Usage Report , dated 3/24/05	1
8	Representations and Certifications	16
9	Hot Work Permit, dated 3/16/05	3
10	Daily Progress Report	2



**PART IV—REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K—REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS**

All pages of Attachment 8, Representations and Certifications, must be completed and submitted with the contractor's proposal. At time of award, the Representations and Certifications made by the contractor shall be physically removed from the award document and incorporated by reference. The originals shall be retained as part of the SAIC-F contract file.

**SECTION L— INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****DEFINITIONS**

Section I, SAIC-Frederick Standard Terms and Conditions, Paragraph 2 and 3 for definitions. The definitions are particularly important in using the standard Government (FAR) uses of Sections I and L.

**2. BRAND NAME – TRADE NAME REFERENCES**

As provided by Section I, General Provision Clause 52.236-5, Material Workmanship, references to the specifications to brand name, trade names, or patented processes are to be regarded as establishing a standard of quality. Approval of substitutions of material and equipment to be incorporated in the work shall be obtained from the Contracting Officer in accordance with the provision of this clause prior to award.

**3. PROVISIONS**

**FAR 52.252-1** Solicitation Provisions Incorporated by Reference Feb 1998  
This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Full text is available on the worldwide web at [www.arnet.gov/far/](http://www.arnet.gov/far/).

**FAR 52.215-1** Instruction to Offerors Jan 2004

**FAR 52.216-1** Type of Contract Apr 1984  
SAIC-F contemplates award of a fixed price contract resulting from this solicitation.

**FAR 52.236-27** Site Visit Feb 1995

A formal site visit will be conducted on June 8, 2005 at 10:30 a.m. in the Bldg. 426 Conference Room.

Any information provided during the visit will not qualify the terms of the solicitation, and specifications remain unchanged unless the solicitation is amended in writing. Any change considered necessary should be requested in writing to the Contracting Officer.

Offerors should carefully examine the specifications and drawings. Both technical and business questions during the proposal period shall be directed in writing to the Contracting Officer or before **Monday, June 13, 2005** to permit a written reply to reach all prospective offerors before the submission of their offers. Offerors are encouraged to submit questions that address apparent discrepancies, ambiguities or omissions in contract requirements, including any new information of site conditions or other requirements which may have significant impact on cost of performance. The written questions should precisely refer to the solicitation requirement that appear to be in error or are troublesome. The inquiry should further state any proposed

clarification or correction. Answers to all questions, along with the questions themselves, will be furnished to all prospective offerors. Facsimile transmissions of questions are acceptable. The FAX transmission number is (301) 846-6541, the verification number (301) 846-5170.

Offerors should be aware that it is not at all unusual to encounter asbestos during building renovation, in such areas as pipe, ductwork, and sterilizer insulation, as well as in ceilings, tile floor, and behind wallboards. During the site visit and investigation, offerors are encouraged to be alert for any suspicious material and to immediately raise any question of asbestos content.

Offerors shall be fully aware of FAR Clause 52.236-3, Site Investigations and Conditions affecting the work. Offerors acknowledge by submitting a proposal that they have satisfied themselves as to the character of work and obstacles that may be encountered.

### **L.3 RIGHT TO AWARD BASED ON INITIAL OFFER**

SAIC-Frederick, Inc. reserves the right to award a contract based on initial offers received without discussions of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price, technical, and schedule standpoint.

SAIC-F has determined there is a high probability of adequate price competition for this acquisition. Upon examination of the initial offers, SAIC-F will review this determination and if, in SAIC-F's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if any time during this competition SAIC determines that adequate price competition no longer exists, offerors may be required to submit pricing information to the extent necessary for the contracting officer to determine the reasonableness of the price.

SAIC-F intends to award a contract without discussions with respective Offerors. However, SAIC-F reserves the right to conduct discussions if deemed in its or the government's best interest.

SAIC-F may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

### **L.4 SUBMISSION OF OFFERS**

Submit signed and dated offers to the office specified in this Solicitation at or before the exact time specified in Part A, Section 8.

## **L.5 PROPOSAL SUBMISSION REQUIREMENTS**

To assure timely and equitable evaluation of proposals, Offeror must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of a Price Proposal and a Draft of your Proposed Schedule.

Submit the Original and two (2) copies of the following:

1. Complete blocks 14 through 20 and Section B.3 of the RFP, "SOLICITATION, OFFER AND AWARD". In doing so, the offeror accedes to the contract terms and conditions as written in the RFP, Sections A through J. These sections constitute the model contract
2. Complete the necessary fill-ins and certification identified in Section K, Representations and Certifications. The entire document must be completed and signed and submitted with the offer.
3. This solicitation requires submission of a proposal for all the work in Section B.3., failure to do so may result in the proposal being rejected without further consideration.
4. Complete and submit Section G
5. Submit a Proposed Schedule.

The proposed schedule shall account for the number of days in the project beginning with Notice to Proceed and ending with Project Acceptance. At a minimum, the Contractor shall provide a schedule with the proposal reflecting a plan of work which demonstrates coordination of the Contractor's work with that of its lower tier subcontractors in maintaining orderly progress toward completion of the work as scheduled. The schedule must show all major milestones to include, but not limited to: notice of award, notice to proceed, submittal reviews, procurements and deliveries, punch lists, substantial completion and project acceptance.

NOTE: A project schedule shall be required within 10 calendar days of Notice of Award in accordance with Specification #01400. Contractor shall allow SAIC-F one (1) week for review of submittals after receipt.

**SECTION M— EVALUATION FACTORS FOR AWARD**

**M.1. BASIS FOR CONTRACT AWARD**

This is a lowest price technically acceptable solicitation. Award will be made to the contractor offering the lowest evaluated price of Items 1 and 2 in Section B.3 while meeting the schedule requirement and having favorable past performance, if applicable. Award of any subcontract as a result of this solicitation will be made on an "all or none" basis.